

**Ocean Springs School District
Request for Proposal:
HVAC Services SY24-27**

The Ocean Springs Board of Education invites you to participate in an RFP by submitting a proposal for HVAC Services SY24-27. This invitation will be advertised in the Sun Herald and specifications and guidelines may be obtained by visiting www.ossdms.org or www.centrauctionhouse.com or obtained in the School Business Office, 2300 Government Street, Ocean Springs, Mississippi, 39564. Official Bid Documents may be downloaded, and electronic bids may be submitted at www.centrauctionhouse.com For any questions relating to the electronic bidding process, and to receive bidding credentials, please call Central Bidding at 225-810-4814. Electronic submission of RFP is not required, but is strongly encouraged.

Bid & Implementation Timeline:

| | |
|--|--------------------------|
| Posting of Bid Notice to the State Bid Bank | 4/16/2023 |
| First Publication of the Bid Notice by the Newspaper | 4/16/2023 |
| Second Publication of the Bid Notice by the Newspaper | 4/23/2023 |
| Pre Bid Meeting at OSSD Central Office Board Room-REQUIRED due to the nature of scope of work. | 4/24/2023, 7:30 AM, CST |
| Last day to submit questions | 4/27/2023, 10:00 AM, CST |
| Responses to questions-Posted to websites | 4/28/2023, 12:00 PM, CST |
| Bidder Specification Response Form Return Deadline | 5/4/2023, 2:00 PM, CST |
| Submissions Reviewed | 5/5-5/10/2023 |
| Recommendation to the BOT | TBD |
| Anticipated Contract Start Date | July 1, 2022 |

RFP may be submitted electronically by contacting Central Bidding at 225-810-4814 and setting up an account or in person or via postal service of choosing to the Ocean Springs School District Business Office, 2300 Government St. Ocean Springs, MS 39564, ATTN: Mary Gill, CFO. All submissions must contain two original signed proposals and are to be in a sealed envelope clearly marked: **RFP-HVAC Services SY24-27** and returned no later than 2:00 PM CST, May 4, 2023 at which time submissions will be opened in the Ocean Springs School District Business Office located 2300 Government Street, Ocean Springs, MS 39564. The proposal must be signed by an authorized official to bind the offeror to the proposal provisions. No faxed or emailed proposals will be accepted. Late submissions will not be accepted. Any communications, comments, or questions concerning the RFP must be submitted via email to Mary Gill, CFO, mgill@ossdms.org. Questions will be answered via a Q and A or Addenda document. Please check the websites for these documents.

Purpose and Need

The purpose for this RFP is to establish a contract to provide HVAC troubleshooting and repair services as needed on all campuses within the district. The service provider must be reputable and capable of furnishing required materials, equipment, transportation, machinery, supplies, tools, apparatus, incidentals, labor, and supervision necessary to provide superior troubleshooting and repair services to all HVAC systems. The intent in soliciting proposals is to obtain a quality and qualified contractor and to allow for a competitive process of quoting HVAC services.

- To be considered as responsive, proposers must respond to this solicitation in accordance with the requirements, specifications, commercial terms, and provisions as described and set forth herein. Proposals must embrace a concept that the successful proposer will satisfy all of the objectives and service specifications in the most cost-effective and efficient way possible as outlined in this document. The term is expected to be July 1, 2023-June 30, 2024 with an option to extend for three (3) consecutive terms.
- The Board reserves the right to reject any and all bids either in whole or in part, or to reject a bid which is in any way incomplete or irregular and to waive informality or waive any part thereof. OSSD reserves the right to select a successful proposer on the basis of the proposal received without seeking clarification from the proposer.
- The OSSD does not guarantee that any contract will be awarded as a result of this RFP. Should a contract be awarded but not executed, the OSSD may or may not attempt to re- award a contract to any other proposers.
- All local, state and federal laws governing this RFP will be followed.

Pre Bid Meeting

A mandatory pre-bid meeting will be held at the OSSD Central Office Board Room located at 2300 Government Street, Ocean Springs, MS, on April 24, 2023 at 7:30 AM. At this time prospective vendors will be able to view building plans and a more comprehensive equipment list will be provided. General questions regarding the RFP will be answered. Specific questions related to this RFP and/or concerning equipment must be sent to the email address listed above. No other pre-bid meeting will be offered.

Proposal Content

All brochures and supplemental documentation shall be included in each set of proposals submitted. Any incomplete proposals will be considered non-responsive. Each vendor is required to submit the following:

1. Letter of Interest. The proposer shall submit a letter of interest to the OSSD for HVAC services. This letter should briefly summarize the company's willingness to perform services listed in this RFP. The letter shall be signed by a binding agent of the company.
2. Proposer's information including but not limited to address, contact name, phone number, form of ownership, years in business, etc.
3. A list of key personnel and their resumes including how long they have been with the company, how long they have been in the HVAC field and their certifications/expertise.

4. A minimum of three positive references for services that have been provided within the last five years. References must be commercial references and similar to the size and design of the OSSD buildings.

- Company name, address, current contact and verified working phone number
- Location of services if different from company information above.
- Terms of your contract.
- Square footage of location serviced and type of facility
- Type of services provided

5. Please prepare a written statement signed by a binding agent of the company stating the company is qualified and prepared to service all of the OSSD equipment as per the terms of this RFP.

6. OSSD Assurances and Bid Response Form.

Scope of Services-Standards and Specifications

The OSSD is looking for a well-qualified, highly experienced and professional firm to perform repairs, and/or replacement of heating, ventilation, and cooling equipment for all the OSSD buildings. This agreement must be all inclusive (labor, material, trip charges, supervision, etc.). Prior to submitting a proposal for services, the proposer must have at least five complete and consecutive years of experience in the commercial HVAC industry and have held contracts for buildings of a similar size and design as the OSSD's properties.

Required Minimal Qualifications

1. The Contractor must be licensed in the state of Mississippi and comply with all federal, state and local regulations.

2. All Contractor employees assigned to work on the OSSD HVAC equipment must have the updated required licenses and or certificates to perform the assigned work.

3. The Contractor will provide a list of all employees who will service the contract. This list must include the employee's name, the length of time they have been with the company, their time and experience in the industry, and a copy of their license(s).

4. A 24-hour emergency phone number must be provided and the Contractor must have a means to conduct emergency services within two (2) hours of receiving a phone call requesting service 24 hours a day, seven days a week. When a request for emergency service is made; a qualified, licensed employee must respond within that two-hour time period.

5. The Contractor must have reasonable tools and supplies on hand to perform all work required by this contract.

6. As work is performed, it must follow all federal, state, and local codes, standards, and safety requirements. All work performed by the Contractor will be performed under their licensure.

7. It will be the responsibility of the Contractor's service personnel to check in at the front office of each building prior to starting work.

8. An itemized work ticket must be submitted electronically to the OSSD's Operations Director no later than noon the following business day after work is performed. At minimum the itemized work ticket shall include the following items:

- Date of service
- Location of services
- Name of employee who performed the services

- Number of hours worked
- List of work completed
- Parts used
- Parts ordered for a return trip and anticipated return date
- Parts/equipment that are being monitored for future replacement
- Any other applicable notes

Services Provided

Contractor will provide repairs and/or replacements as needed to HVAC systems throughout the district. The OSSD will provide an extensive, but not complete list of equipment at the pre-bid meeting and tour of the buildings. This information is provided to assist in the development of your proposal.

- Repair and replacement labor charges shall include all labor related costs such as, job labor, travel labor, trip charges.
- Parts or equipment charges will be charged at a cost-plus mark-up and will require the original procurement invoice.

Troubleshooting and or emergency calls shall include job labor, travel labor, trip charges, and any other cost assisted with unscheduled work resulting from any abnormal conditions. Emergency after hours calls (5pm-6am) must be returned within 30 minutes of the initial call from the OSSD. The service response must be within two hours of the initial call from the OSSD. Any unscheduled request for service must have a response and a technician to the building within two hours of the initial call from the OSSD unless otherwise agreed to.

Costs Not Covered Under This Agreement

Spell out any cost not covered by this agreement. Including, but not limited to, labor charges, travel charges, fuel charges, administration fees, material, and tool charges.

Tax Exempt

All materials purchased for use on the OSSD properties under this contract will be tax exempt from any State of Mississippi sales tax. A blanket Certificate of Exemption form will be furnished to the successful proposer by the OSSD's Business Office.

Term

The Agreement shall commence upon execution of a contract with a start date of July 1, 2023. The initial agreement shall be for one (1) year with an optional renewal of an additional three (3) years.

Proposal Cost

Each proposer shall be responsible for any and all costs associated with the preparation of a response to this RFP. All documents, materials or the like submitted as a part of this RFP will become the property of the OSSD once submitted. Proposers selected for further interviews and/or negotiations will also be responsible for any costs incurred during this expanded process.

Evaluation Criteria

The OSSD will evaluate each proposal submitted based on the following criteria and reserves the right to contact vendors in order to obtain necessary clarifications on their

proposal. The evaluations will be completed on the information provided in the submitted proposals only:

| | |
|--|-----|
| Cost for Services | 40% |
| Previous Experience in Similar Facilities with Similar Equipment | 30% |
| References | 20% |
| Key Personnel | 10% |

Building List and Pre-Bid Meeting Start Times

| | |
|-----------------|---|
| 7:30 am | Central Administration Building-2300 Government St. |
| 8:15 am | OS Upper Elementary School and Technology Dept. Building-23 |
| 9:30 am | Oak Park Elementary |
| 10:15 am | E.H. Keys Alternative Education School-2401 School St. |
| 11:00 am | Pecan Park Elementary-504 Hanley Rd. |
| 11:45 am | Operations Department Building-1105 Hanley Rd. |
| 12:15 pm | Lunch on your own |
| 1:00 pm | Athletics Department Building-2701 Stadium Dr. OSSD Stadium Buildings-Including fieldhouses/concession/storage |
| 2:00 pm | Magnolia Park Elementary-3500 Government St. |
| 2:30 pm | OS Middle School, including Building 500-3500 Hanshaw Rd. |
| 3:30 pm | OS High School with Softball Fieldhouse-6701 Old Spanish Trail Rd. |

Note To Vendors

Incomplete or non-responsive proposals, failure to attend or send a representative to the mandatory pre-bid tour will disqualify any vender and their proposal, immediately. Due to the multiple stops for the building tour, every vendor or vendor's representative will be required to sign in at each location. Failure to sign in may also be cause for disqualification.

HVAC Services Contract

This agreement is entered into between:

(Hereinafter referred
to as "Contractor")

And

Ocean Springs School District
PO Box 7002
Ocean Springs, MS 39566-7002

(Hereinafter referred
to as "Customer")

For the Buildings: See Building list under Evaluation Criteria

IN CONSIDERATION of mutual benefits and covenants contained herein, Contractor and Customer agree as follows:

1. Employment- Customer hereby employs Contractor to provide HVAC services to the above referenced Buildings.

2. Scope of Work-

Contractor agrees to:

- a. Supply all labor, equipment, supplies, materials and incidentals necessary to perform repairs and/or replacement of HVAC equipment as requested by Customer.
- b. Subcontracting is not permitted.
- c. The contractor shall maintain in current status all federal, state, and local licenses and permits required for the operation of services provided by the contractor hereunder.
- d. The contractor shall remove from the premises and legally dispose of all waste materials and keep work areas clean.
- e. The contractor shall take necessary precautions to protect the OSSD of any damages. Any damage, accident, injury, or dangerous situation resulting from the wrongful or negligent acts of the contractor's employees shall be reported to the Director of Operations immediately. The contractor will be responsible for the repair or replacement of any damage. Such repairs or replacements must be accomplished immediately at the contractor's sole expense. The OSSD reserves the right to make the necessary repairs and bill the expense to or deduct from payment for services rendered by the contractor.
- f. The contractor shall take the necessary precautions when parking and staging the contractor's vehicles and equipment in an area which does not disrupt traffic or school operations and activities.
- g. The contractor shall coordinate work with and adjust to the needs required of the OSSD and the various users of the areas so as not to disturb, endanger, unreasonably interfere with or delay the operations or activities of each location. All services shall be at the request of the Director of Operations. Each time work is performed, contractor and/or contractor's employees must check-in and check-out with the front office of the location at which work is performed.
- h. All provided services will be verified by the Director of Operations prior to the district issuing payment. No payment shall be made to the contractor until all deficiencies have been corrected. If the contractor exhibits a pattern of non-

performance as shown by repeated deficiencies, the OSSD may terminate the contract without further obligation to the contractor.

3. Contractor Employees- Contractor shall perform the following duties:

- a. Contractor shall use experienced and licensed employees;
- b. Contractor shall certify compliance with OSSD School Board Policy FGDB using form FGDB-E (1) (attached);
- c. Contractor shall be willing to work with police and submit employees to polygraph tests upon demand of the Ocean Springs School District if police department feels it may help in solving cases involving the Ocean Springs School District;
- d. Contractor shall furnish each employee with a uniform clearly identifying the name of the Contractor. Upon request the Customer will provide badges to the Contractor, which the Contractor is required to wear while on Customer's campuses;
- e. Contractor's employees and agents working on the OSSD properties must wear proper identification and must comply with all policies and procedures of the school district related to on campus work. No uniform or portion of the uniform shall include explicit, suggestive, crude, or profane materials or language;
- f. Contractor shall insure no smoking, interactions with students, foul language, yelling or fighting will be permitted on the Ocean Springs School District properties;
- g. Contractor shall inform its employees of safety and health requirements necessary to comply with the 1970 Williams-Steiger Occupational Safety and Health Act (OSHA);
- h. Contractor shall comply with the Immigration Reform and Control Act of 1986.
- i. Contractor must maintain a license to do business in the State of Mississippi;
- j. The Contractor shall keep MSDS information and supply when requested to do so by the Customer.
- k. Contractor must agree to OSSD Terms and Conditions

4. Customer Inspection- Labor, materials, and supplies furnished by Contractor shall be subject to inspection at any time by the Customer, his agent or representative. Customer shall notify Contractor in writing of any objections it has to the services performed within (5) days after the day such services in question were performed. Contractor shall have the right to improve said services within five (5) days from the date of the Customer's notice to conform to the Customer's desires as specified in said notice without being in default. Failure of the Customer to give notice in writing objecting to Contractor's performance hereunder shall constitute acceptance of Contractor's performance and Customer shall have no right to withhold payment of any amounts due hereunder for the past failure to perform on the part of the Contractor. If notice is given and the Contractor fails to perform, the Customer has the right to withhold payment until such time as proper service is performed.

5. Insurance- Contractor shall maintain insurance of the following types and amounts which shall insure the actions of personnel, employees, agents, etc.:

- a. Commercial General Liability - Combined Single Limit in an amount of \$1,000,000.00 per occurrence with \$2,000,000.00 aggregate;
- b. Completed Operations Aggregate and \$2,000,000.00 General Aggregate include Premises and Products/Completed Operations and Employers Liability with a limit of not less than \$500,000.00 each accident.
- b. Commercial Automobile Liability - Combined Single Limit in amount of \$1,000,000.00 for Bodily Injury and Property Damage;

- c. Workers' Compensation and Employer's Liability Insurance: Workers' Compensation Limits: Statutory - State of Mississippi Policy shall include in favor of Ocean Springs School District with a waiver of subrogation; Employers' Liability:
 - d. \$100,000.00 Each Accident; \$500,000.00 Disease Policy Limit; \$100,000.00 Disease Each Employee;
 - e. Umbrella/Excess Liability, limits to apply excess of underlying Commercial General Liability, Automobile Liability and Employers Liability (with a limit not less than \$1,000,000.00).
 - f. The Ocean Springs School District shall be named as an additional insured on the General Liability Policy and Automobile Policy;
 - g. A blanket fidelity bond shall be secured on all of Contractor's employees in amounts not less than \$5,000.00 per individual and \$25,000.00 per occurrence; and,
 - h. Proof of coverage must be placed on file with the school district by the Contractor and kept current throughout the term of this contract.
 - i. Failure to provide insurance set forth herein shall constitute default and the Customer may terminate the contract without penalty by providing five (5) days written notice to the Contractor.
 - j. Beginning on the start date of the contract and each year thereafter the Contractor must obtain a performance bond with a one-year term. The performance bond must continue to be in effect for one year following the expiration of the one-year contract term and any extensions. Contractor must obtain and maintain the annual performance bond in a form approved by the Ocean Springs School District naming the district as obligate, securing the contractor's faithful performance of the terms and conditions of the contract. The annual performance bonds must comply with Mississippi state law. The district requests a performance bond in the amount of one hundred percent (100%) of the total anticipated contract price.
- 6. Customer Non-Interference-** The parties hereby mutually acknowledge that Contractor has a substantial investment in the training and preparation of its employees in order for Contractor to fulfill its obligations hereunder.
- a. Contractor must advise and discipline its employees for discussing employment matters with the Customer's personnel;
 - b. During the term of the Contractor's employment and for a period of (3) months following termination thereof, Customer agrees not to employ for the purpose of performing janitorial services on the Buildings, any employee of Contractor who performed services pursuant to this contract;
 - c. Contractor shall waive the terms of the above items, in consideration of a mutually agreed fee paid to the Contractor for the employment of Management and/or Supervision staff.
- 1. Liability for Loss-**Contractor shall be responsible for and shall indemnify and hold harmless Customer from and against any and all claims, demands, liabilities, or damages which may be suffered by, accrued against, be charged to, or recoverable from the Customer including attorney's fees, expenses, and costs which may arise out of or in connection with the Contractor's performance of duties, actions of his employees and agents, for dishonesty of any employee of the Contractor.
- 8. Miscellaneous-**
- a. This Contract shall be construed in accordance with the laws of the State of Mississippi.

- b. This Contract constitutes the entire agreement of the parties and all additions or changes hereto shall be in writing;
- c. The continuing covenants of the parties contained in this contract shall survive the termination thereof;
- d. By the signature below, the individual executing this Contract on behalf of Customer warrants to Contractor that he has full power and authority to execute this Contract and thereby bind, jointly and severally, Customer (if other than owner of Building) and owner of Building to the terms of this Contract;
- e. If any portion of this Contract be legally adjudicated invalid or unenforceable, the parties do hereby covenant and agree that such portion or portions are absolutely and completely severable for all other portions of this Contract, and such other provisions shall constitute the agreement of the parties.

9. Terms of Service-The terms of this Contract shall commence July 1, 2023. The initial agreement shall be for one (1) year with an optional renewal of an additional three (3) years. This contract will be reviewed and approved by the Board of Trustees on an annual basis and the terms set forth herein shall remain the same. That the Ocean Springs School District may terminate this Contract by providing the Contractor with forty-five (45) days advanced notice of the intent to terminate. That upon serving written notice to the Contractor, the Contractor shall comply with all terms set forth herein until the expiration of the forty-five (45) day period.

10. Compensation-Throughout the terms of this Contract, Customer shall pay to the Contractor based on the following:

\$_____per hour for service calls (regular business hours)

\$_____per hour for service calls (out-side of regular business hours)

\$_____per hour for holiday service calls

\$_____per hour per event for troubleshooting, if applicable

_____ % markup over original invoice price on all parts and equipment

for the period from July 1, 2023 through June 30, 2024 in accordance with the following terms:

Payment will be made no later than forty-five (45) days after the month that the contract begins assuming:

- a. There are no unresolved problems with the service as outlined in the RFP attached;
- b. There is a duplicate copy of a bill for the appropriate amount presented to the Ocean Springs School District Business Office no later than five days after the end of the service month;
- c. The bill includes required backup documentation including original parts invoices, and itemized work tickets;
- d. There are no additional charges on the bill that were not specifically approved by the Chief Financial Officer or the Director of Operations;
- e. There are no liability and/or insurance problems with required insurance coverage and limits.

- f. Customer acknowledges that Contractor's compensation is based on Contractor not working these days: Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, Independence Day, Thanksgiving Day, Thanksgiving Friday, and Labor Day, two days at Mardi Gras and on Good Friday.
- g. It shall be the sole responsibility of the Contractor to obtain all necessary licenses and permits required by federal, state, county and municipal laws, ordinances and regulations.
- h. Neither party may assign or transfer any right set forth herein without prior written consent of the other.
- i. In the event the Contractor shall file bankruptcy, the Customer shall be entitled to terminate the Contract upon providing five (5) days written notice to the Contractor.
- j. In the event that the Contractor shall fail to provide written notice of an intent to terminate the Contract in accordance with the terms set forth herein and/or shall fail to provide employees to perform the services set forth herein, the Contractor shall be responsible to the Customer for the sum of \$ 200.00 per day as liquidated damages and agrees that the liquidated damages shall not be discharged in bankruptcy.
- k. All prices will remain firm for the base term of the Agreement period.

IN WITNESS WHEREOF, this contract has been executed on the dates listed under the signatures of the parties below and shall become binding when the fully executed contract is received by the Contractor.

Contractor

Ocean Springs School District

Date: _____

Date: _____

Ocean Springs School District Board Policy
Policy FGDB: Project Administration Contract Awards Procedure

Whenever the Ocean Springs School District contracts for janitorial, landscaping, vending services, lawn service transportation, construction or any other service, the Superintendent or his/her designee shall ensure the following:

1. The contracting entity shall provide the district with a list of all employees who may come into contact with students.
2. The contracting entity shall certify in writing that each employee who may come into contact with students has completed a criminal history background check and Child Abuse Registry check and that no disqualifying information has been located.
3. The contracting entity shall certify in writing that all employees who may come into contact with students have not been convicted of any crime of violence, serious felony, or any offense listed therein: possession or sale of drugs; murder, manslaughter, or armed robbery; rape, sexual battery, or sex offense as Listed in MS Code Section 45-31-3 (1); child abuse, arson, grand larceny, or burglary; or gratification of lust or aggravated assault. If any employee of a contractor has been determined to be guilty of a crime of violence, serious felony, or any offense as outlined above, the employee of the contractor shall be prohibited from entering district property in the presence of any student.
4. The contracting entity shall certify in writing that no employee has been determined to be a sex offender in the child abuse registry. Any employee identified in the child abuse registry shall be prohibited from entering district property.
5. General Contractors shall also assure that employees of subcontractors have not been convicted of a crime of violence, serious felony, or any offense included in #3; and, shall further complete child abuse registry checks for employees of all sub-contractors.
6. In the event of an emergency or exceptional circumstance, such as where a student's health or safety is in jeopardy or when immediate repairs are needed to make a building safe for students, the Superintendent may relax the requirements of the policy for a period of time necessary to rectify the exceptional or emergency situation.
7. In situations involving employees of a contracting entity which have no contact with students, the Superintendent shall be authorized to relax the requirements of the policy.
8. The Superintendent may, in his/her discretion, also be authorized to decline enforcement of this policy with respect to vendors who deliver food, supplies, and soda and snack machine vendors.

In the letting of public contracts, preference shall be given to resident contractors, and a nonresident bidder domiciled in a state, city, county, parish, nation or political subdivision having laws granting preference to local contractors shall be awarded Mississippi public contracts only on the same basis as the non-resident bidder's state, city, county, parish, nation or political subdivision awards contracts to Mississippi contractors bidding under similar circumstances. Resident contractors actually domiciled in Mississippi, be they corporate, individuals or partnerships, are to be granted preference over non-residents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state, city, county, parish, nation, or political subdivision of domicile of the non-resident. MS Code Section 31-7-47 (1995)

LEGAL REFERENCE: MS Code as cited
ADOPTED: 01/13/2009
Ocean Springs School District Date Adopted: 1/13/2009

FGDB—E(1)

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the Board of Trustees for the Ocean Springs School District ("District") as follows:

That I am representative of _____ ("Contractor"), currently under contract with the District; that I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that all of its employees, as well as, employees of subcontractors, who may come into contact with students during the term of the contract with the District have had a criminal background check completed, as well as, a child abuse registry check and none have been located on the child abuse registry nor have any employees been found guilty of any crime of violence, serious felony, or offense listed in the District's School Board Policy FGDB.

A complete and accurate list of Contractor's employees and of all of its Subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as Exhibit B.

The Contractor's employees and employees of the Subcontractors that were located on the child abuse registry or who were convicted of a crime of violence, serious felony, or offense listed in the District's School Board Policy FGDB are as follows:

- 1.
- 2.
- 3.
- 4.

Contractor acknowledges that he has reviewed School Board Policy FGDB of the Ocean Springs School District.

Dated: _____

Contractor By:

Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME this the _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:

STANDARD TERMS OF AGREEMENT AND CONDITIONS OF BID

For the purposes of clarity, the terms contractor, vendor and seller shall be synonymous. The terms Ocean Springs School District and owner shall be synonymous. The terms BID and Proposal shall be synonymous.

1. Purchases: Every purchase by the Ocean Springs School District of goods, services, or both, shall be governed by the following terms and conditions, except to the extent that such terms, and conditions are specifically modified or altered by the terms and conditions of the specifications sheet/s.

2. Gratuities: The District may, by written notice to the Seller, cancel this contract without liability to Seller and District if it is determined by District that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to an officer or employee of the District with a view toward securing a BID or securing favorable treatment with determinations with respect to the performance of such BID. In the event this BID is canceled by District pursuant to this provision, District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller. Prohibition against Personal Interest in Bids: If any member of the Board of Trustees of the District or any employee of the District has any interest, either direct or indirect, in the business of the Seller, such interest must be disclosed in Seller's BID. At the discretion and interpretation of the District, such interest may disqualify the Seller/Vendor as meeting the requirements of this BID.

3. Special Tools and Test Equipment: If the price stated in the Proposal includes the cost of any special tooling or special equipment fabricated or required by Seller for the purpose of fulfilling Seller's obligations, such special tooling equipment and any process sheets related thereto shall become the property of the District, to the extent feasible, and shall be identified by the Seller as such.

4. Warranty and Price: The price to be paid by the District shall be contained in Seller's proposal which Seller warrants to be no higher than Seller's current prices on order for products/services of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this BID upon an agreement or understanding for commission, percentage, brokerage, or contingent fee that would exceed the BID proposal pricing. For breach or violation of this warranty, the District shall have the right in addition to any other right or rights to cancel this BID without liability and to deduct from the BID price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

5. Warranty Products: Seller shall not limit or exclude any implied warranties. Any attempt to do so shall render this BID void at the option of the District. Seller warrants that the goods/services furnished will conform to the specification, drawings and descriptions contained in the BID Documents and to the sample/s furnished by Seller, if any.

6. Safety Warranty: Seller warrants that the product or service sold/distributed in the District shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the product/service does not conform to OSHA standards, District may discontinue the use of products/services at the Sellers expense.

7. No Warranty by District against Infringements: As part of this BID for sale, Seller agrees to ascertain whether goods manufactured or services provided in accordance with the specifications attached to the agreement will give rise to the rightful claim of any third person by way of infringement or the like. District makes no warranty that the production of goods/services according to the specification will not give rise to such a claim. In the event the Seller is sued on the grounds of infringement or the like will result, the Seller will notify the District to the effect in writing, of the notification of infringement. If District does not receive notice and is subsequently held liable for the infringement or the like, Seller will indemnify the District and hold District harmless from any loss, cost or expense. If Seller ascertains that production of the goods/services in accordance with the specifications will result in infringement or the like, this BID shall be null and void. The Seller at the end of the warranty period shall deliver to the District any and all documents and operating manuals for technology, equipment, telecommunication access/passwords and training to maintain the equipment to continue to operate the systems.

8. Commitment of Current Revenue: The BID is conditioned on a best effort attempt by this governing body to obtain and appropriate funds for payment of the BID and the continuing right to terminate. This BID is a commitment of the District's current revenues only.

9. Advertising: Seller shall not advertise or publish, without District's prior consent, the fact that District has entered into this BID, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

10. Right to Assurance: Whenever one party to this BID in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days of the request, the demanding party may treat this failure as an anticipatory repudiation of the BID.

11. Independent Contractor: Seller shall perform the services and/or provide goods required by the BID Document as an independent contractor and shall furnish such services/goods in its own manner and method. Under no circumstances or conditions shall any agent, servant, or employee of Seller be considered as an employee of the District.

12. Hold Harmless: Seller shall fully indemnify, save and hold harmless the District, its officers, employees, and agents (hereafter "the indemnitied") against any and all liability, damage, loss, claims, demands and actions of any nature whatsoever on account of personal injuries (including, without limitation on the foregoing, worker's compensation and death claims), or property loss or damage of any kind whatsoever, which arise out of or in any manner connected with, or are claimed to arise out of or be in any manner connection with, the performance of the BID and its awarded products/services. Seller shall, at its own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demand and actions.

13. Assignment Delegation: No right or interest in this BID shall be assigned or delegation of any obligation made by Seller without the written approval of the District. No BID or its provisions may be assigned, sublet or transferred without the written consent of the District. The performance of this BID by Seller is of the essence of the BID and the District's right to withhold consent to such assignment or delegation by Seller shall wholly void and hold totally ineffective for all purposes unless made in conformity with this paragraph.

14. Waiver: No claim or right arising out of a breach of this BID can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

15. Modifications: The signed BID can be modified or rescinded only by a written request signed by both parties and their duly authorized agents.

16. Modification to Specifications: Any and all variances from the items specified must be submitted in writing to the Business Office in addition to detailed manufacturer's specifications ten (10) days prior to BID Opening.

17. Non-Resident Vendors: Non-resident vendors must include documentation of the non-resident vendor's state preference laws. This is the amount or percentage of preference states give to resident vendors from their own state when awarding Bids. If the local state does not have a non-resident vendor's preference law, please attach a letter stating such. Such non-resident preferences shall be treated in a reciprocal manner.

18. Applicable Law: This BID shall be governed by the Mississippi Code as enacted by legislature which is effective and in force on the date of this BID together with any other laws of the United States, The State of Mississippi, Ordinances of the County of Jackson, Mississippi and the City of Ocean Springs, Mississippi and the policies and procedures of the Ocean Springs School District.

19. Interpretation Evidence: The BID Documents are intended by the parties as the final expression of their agreement and are intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and

opportunity for objection. Whenever a term defined by codes is used in this agreement, the definition contained in the code is to control.

20. E-Verify Program: Vendor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work with the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor/Seller agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Vendor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Vendor/Seller understands and agrees that any breach of these warranties may subject Vendor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Vendor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

21. Venue: Both parties agree that venue for any litigation arising from this BID shall lie in Jackson County, Mississippi.

22. Payments: No partial payments will be given for services/products until the job/order is complete.

23. Disbarment: Each Vendor will certify that: no federal or state suspension or debarment is in place, no criminal history of the firm/vendor or its employees exist, there is no collusion involved in presenting the BID or its components, the minimum insurance requirements are in place.

24. Federal Funds: This Bid may be funded in whole or in part with federal funding and could be subjected to applicable federal laws and regulations, all clauses required by federal statutes and Equal Opportunities and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200-Contract Provisions for Non-Federal Entity Contracts under Federal Awards, and any other provisions required by law or regulations.

25. SAM.gov Document: Any prospective vendor must be registered through the United States’ System for Award Management (SAM) to do business with the federal government and must have a valid DUNS number.

26. Bid Protesting Policy: See OSSD Board of Trustees policy DJEDD-Bid Protest Policy for details.

Ocean Springs School District HVAC Services-Assurances

Please initial each item listed below. If an item is not initialed, it will be noted that the Contractor does not accept the item. These items will be considered as part of the proposal package.

_____1. Contractor acknowledges receipt of Contract language and Scope of Work. Contractor is submitting a signed contract.

_____2. Contractor acknowledges receipt of Evaluation Matrix.

_____3. Contractor acknowledges receipt of OSSD policy FGDB and FGDB-E1 and agrees to complete and submit FGDB-E1 form on their employees if awarded the contract.

_____4. Contractor agrees to maintain the proposed prices for the duration of the contract period.

_____5. Contractor agrees and abides by Terms and Conditions set forth in this Bid specification packet.

_____6. Contractor has checked the Central Bidding website and OSSD website for addenda and receipt of such, if applicable.

_____7. Contractor has completed and included the Bid Response Form.

Incomplete or non-responsive proposals, failure to attend or send a representative to the mandatory pre-bid tour will disqualify any vendor and their proposal, immediately. Due to the multiple stops for the building tour, every vendor or vendor's representative will be required to sign in at each location. Failure to sign in may also be cause for disqualification.

Bid Response Form

Proposed Costs for Service Calls and Repairs

1. Hourly Labor Rate: \$ _____
2. Hourly Overtime Labor Rate: \$ _____
3. Hourly Holiday Labor Rate: \$ _____
4. Percentage of profit and overhead for parts: _____ %
5. Will troubleshooting be billed at a different rate? _____ Yes _____ No
 - a. Rate (if #5 above is yes): \$ _____

Bid Submitted By: _____

Name of Company: _____

Mailing Address: _____

City, State, Zip: _____

Telephone Number: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____